

TEPPER & FLYNN PRIVACY POLICY

Feed Forward Learning Lab™ — Platform Edition

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Tepper & Flynn, LLC ("T&F," "we", "us", or "our") respects the privacy of our users. This Privacy Policy explains the type of personal information that we collect and how we, or designated third parties, collect, use, access, disclose, safeguard, store and otherwise process personal information of our users (i.e., any information that personally identifies you, such as your name and contact information), when you use the T&F products and services including, but not limited to, the Feed Forward Learning Lab™ (the "Platform"), as well as related software applications and use of our website ("Site"), collectively referred to herein as the "T&F System", and any services, including subscription services, made available to you via the T&F System ("Services").

Please read this Privacy Policy carefully. If you do not agree with the terms of this Privacy Policy, please do not access or use the T&F System. By clicking to accept these terms in our Platform, you acknowledge and agree (i) to the terms of our Privacy Policy and any other applicable agreement that may be provided together with the Services; and (ii) that we have your permission to collect and process your personal information as described in this Privacy Policy. If you are agreeing to this Privacy Policy on behalf of an organization or entity, you represent and warrant that you are authorized to agree to this Privacy Policy on behalf of that organization or entity and to bind them to these provisions (in which case, the references to "you" and "your" in this Privacy Policy, except for in this sentence, refer collectively to you personally and to that organization or entity).

We may update this Privacy Policy as privacy laws change, our Services evolve, or we add or change service providers. For a Material Change — any change to the categories of data we collect or retain, our data retention or deletion timelines, who or what may access it, our subprocessors or AI vendors, or any facilitator- or district-visible feature described in this Policy — we will provide at least fifteen (15) days' advance notice via email or through the Platform before the change takes effect. For all other changes, we will update the "Last Updated" date of this Privacy Policy and may implement the change immediately. Your continued use of the T&F System after a change takes effect means you accept the updated Privacy Policy.

1. What information do we collect and what do we do with it?

When you register for the Feed Forward Learning Lab™ or enroll as a subscriber ("Learner") on our Site or related courses, as part of the enrolling process, we collect the personal information you directly give us, such as:

- Personal Information that identifies you, such as your name and email address

- Account Registration Information, such as your email address and display name provided when you register for an account. Account authentication and credential management is handled by Supabase. We do not store your password in any readable form — only encrypted credential data is retained by our authentication provider
- Platform Onboarding Information, including your role (e.g., Instructional Coach, Principal, District Leader), school or district name, years of experience, current focus competency, facilitation contexts, and school year dates
- Professional, Employment or Educational related information you provide, such as your current position/job title, employer, or location, that you may provide in relation to the Services
- Other personal information you submit to us through communications, customer support exchanges, our "Support" or "Feedback" links, surveys, email, or otherwise

Information we may obtain about you based on your usage or by automated means:

- Platform activity data — module progress, assessment screener results, classroom visit logs, leadership action logs, resource library interactions, and saved strategies. Module completion, coaching session recency, and recent strategy-practice or leadership-action activity are used to generate engagement indicators visible to District facilitators. Screener results are also used to generate a growth trend indicator (up, down, or flat) visible to District facilitators, comparing a User's two most recent screener results.
- Coaching Session Data, see Section 7 for retention and access detail
- Derivative Data, such as technical information about the Services, including device name and type, IP address, operating system, browser type, access times, and pages viewed directly before and after accessing the Platform

We use essential cookies only for authentication and session management. We do not use advertising or tracking cookies. You can manage cookie preferences in your browser settings.

We may use your personal and other information to:

- Manage our contractual relationship with you, including providing you with information regarding our Services and products, billing and order information, handling claims, troubleshooting, system maintenance, hosting and providing customer support services
- Set up and manage your T&F account and profile, including to maintain your use and/or subscription of any Services and contact you regarding your account
- Provide, develop and improve the Services and products we may offer to you, including delivering our Services to you and for additional purposes that help us to develop and improve the quality of such Services and products
- Facilitate communication between you and us
- Comply with a legal, regulatory or relevant industry standard obligation, including this Privacy Policy, intellectual property infringement, or enforcing our Terms of Use or other contracts you have entered into with us
- Protect against, identify and prevent fraud or other criminal activity, claims and other liabilities
- Monitor your use of the T&F System as part of our operations in maintaining the Services
- Improve the security and other related system and network functions, including preventing misuse
- Perform analytics, and anonymization and aggregation of usage information, for product improvement purposes

Ownership of your information. You retain ownership of the personal information you provide to us. We do not claim any ownership interest in your personal information; our right to use it is limited to performing the Services and the purposes described in this Privacy Policy, and ends when that information is deleted — whether because you requested deletion (Section 11), your district requested deletion on your behalf, or your district's service agreement with T&F ends (Section 7). This does not limit the transfer of information in connection with a corporate transaction as described in Section 8.

Advertising. T&F does not display third-party advertising on the Platform, does not use your personal information to serve targeted advertisements, and does not sell or share your personal information with advertisers. Where this Policy refers to "marketing activities," it means communications from T&F about our own Services, subject to the opt-out described in Section 4.

2. How do you secure my information?

The security of your information is important to us. We, or our third-party service provider, practice industry standard security methods, including building defense in depth in our Services to address appropriate technical, administrative, electronic, and organizational safeguards to protect your information from unauthorized use, disclosure, and loss. Encryption technology, including current industry-standard encryption protocols, is used to protect personal information. We, or our third-party service provider, also use a variety of physical and infrastructure protection measures that comply with applicable regulations to protect and store your personal information. Despite our efforts to secure your information, we cannot be responsible for the security of the information you transmit over networks that we do not control, including the Internet and wireless networks. Specific technical controls — including encryption standards and third-party security testing — are described in Section 6, which governs our database and hosting provider, Supabase.

3. Where is my information used/accessed?

T&F is located in the United States, and as such, all personal information will be accessed by us and stored there, and will be transferred there should you live in another country. By using the T&F System, you consent to the transfer of your personal information to the United States, if applicable. All Feed Forward Learning Lab™ data is stored on US East region servers.

4. How do you obtain my consent?

When you provide us with personal information to become a Learner on our site or use the Feed Forward Learning Lab™, you imply that you consent to our collecting such information and using it for that specific purpose. Where you are using the Platform through your district's agreement with T&F ("District User"), we will not send you marketing or promotional communications about our other products or services, consistent with our Data Use Agreement with your district. As described in Section 1, we do not use your personal information for third-party advertising or ad targeting.

5. How do I withdraw my consent?

If, after you provide your information, you change your mind, you may withdraw your consent for the continued collection, use, or disclosure of your information at any time by contacting us at admin@tepperandflynn.com or mailing us at Tepper & Flynn, LLC P.O. Box 309 Milford, CT 06460. Because the Services depend on the information described in Section 1, withdrawing this consent means we will no longer be able to provide you with access to the Platform. Where your use of the Platform is required as part of your employment or professional role, you should coordinate with your district or organization before withdrawing consent, since continued use may be a condition of that role. You may also request deletion of your account and data under Section 11.

6. Feed Forward Learning Lab™ — Platform Hosting

The Feed Forward Learning Lab is hosted on Vercel, Inc. ("Vercel"), a US-based deployment platform. User data is stored and processed by Supabase Pte. Ltd. ("Supabase"), a database and backend services provider operating on US East Amazon Web Services infrastructure. By using the Platform, your data is processed by Supabase under their Data Processing Addendum (DPA), which designates Supabase as a data processor acting on our behalf.

Under their DPA, Supabase:

- May not sell or share your personal data
- May only use your personal data for the purpose of providing database and tooling services
- Must implement appropriate technical and organizational security measures, including AES-256 encryption at rest and TLS encryption in transit
- Must notify us of any confirmed security incident within 48 hours

Supabase implements industry-standard security measures including encryption at rest, encryption in transit, access controls, and regular penetration testing by third-party security firms. All user data is stored in the US East region.

Supabase's sub-processors used in delivering the Platform include Amazon Web Services (hosting, US), Cloudflare (hosting, US), Vercel (hosting, US), and others as listed in Supabase's sub-processor schedule at supabase.com/privacy.

For more information, Supabase's privacy policy is available at: <https://supabase.com/privacy>

7. AI Coaching Tools — Feed Forward Coach™ and Lead Forward Coach™

The Feed Forward Learning Lab™ includes two AI-assisted coaching tools — the Feed Forward Coach™ and the Lead Forward Coach™ — as well as an AI-powered Feedback Screener.

Feed Forward Coach™ and Lead Forward Coach™

Both AI coaches are powered by Anthropic, Inc. ("Anthropic") via their API. Coaching conversations are transmitted to Anthropic's API for processing. Anthropic commits, under their API data processing terms, not to use user interaction data submitted through the API for model training purposes.

Coaching Session Storage and History

Your active coaching conversation is temporarily stored while your session is in progress. When your session ends, the full conversation is saved to your account as chat history, and the temporary in-progress copy is deleted. Chat history is retained until you contact us to request deletion or until your district's service agreement with T&F ends — at which point all district data, including chat history, is deleted within 90 days, consistent with the district's data agreement with T&F — and is accessible to you through the coach's Chat History view while your account is active. Supervisors, facilitators, and other users cannot access your coaching conversations or chat history. Tepper & Flynn, LLC technical staff may access session data only when necessary for platform support or security purposes and are bound by confidentiality obligations. Facilitators may view anonymized group discussion responses — your name is never attached to your response. Facilitators may also see an aggregate engagement indicator (e.g., Active, Getting Started, Not Active) for members of their cohort, reflecting whether recent activity — such as leadership actions taken or coaching sessions used — has been recorded. Facilitators may also see a growth trend indicator (up, down, or flat) comparing your two most recent Feedback Screener score averages. Neither indicator reveals the content of your conversations, actions, or Feedback Screener submissions.

Feedback Screener

The Feedback Screener is powered by Anthropic's API. Feedback samples you submit for scoring are transmitted to Anthropic for analysis. Screener scores and results are stored in your account. Raw feedback samples are not stored after scoring is complete.

Third-Party Video Content

Our platform may embed YouTube videos provided by Google LLC. When you view embedded videos, YouTube may collect data according to their own privacy policy, available at policies.google.com/privacy. We do not control or have access to data collected by YouTube through embedded video players. This may include advertising-related tracking conducted by YouTube/Google under their own policies, separate from and not governed by T&F's cookie practices described in Section 1. T&F does not receive any advertising or tracking data collected by YouTube.

Important Notice Regarding Student Data

The Feed Forward Learning Lab™ is designed exclusively for professional skill-building by instructional leaders. The platform stores data about school employees — principals, coaches, and instructional leaders — for professional development purposes only. The platform does not store student education records as defined under the Family Educational Rights and Privacy Act (FERPA).

Users must not enter information that could identify a specific student, including student names, ID numbers, or combinations of details that would make a student identifiable. Even without a

name, a grade level, classroom, and student-status detail entered together can still make a student identifiable.

General references to grade levels, subjects, classroom behaviors, and learning patterns are appropriate and encouraged as context for coaching conversations and the Feedback Screener. School improvement goals and general instructional focus areas are also appropriate context. Users should avoid entering specific student performance data, individual student assessment results, or details that could identify specific students even in aggregate.

The Platform includes an automatic, real-time check that flags common patterns of student-identifying information as you type into the Feed Forward Coach™, Lead Forward Coach™, or Feedback Screener, and prompts you to revise before sending. This check runs in your browser; flagged text is never transmitted or logged as part of this check.

In the event that a User inadvertently enters information that could identify a specific student, T&F will delete such information upon notification and will confirm deletion in writing within five (5) business days.

Districts using this platform as part of their professional learning programs should execute a Data Use Agreement with Tepper & Flynn, LLC prior to enrollment.

8. Under what circumstances do you share my information?

We share your personal information in the following limited situations with:

- Authorized Users that you invite
- Our Service Providers, such as Vercel, Supabase, and Anthropic, who provide some of our Services to you, including hosting, processing, storage, and AI processing, whereby we have entered into contracts with such service providers which include limitations on their use of your information and only as necessary to provide these Services to us and to you
- Professional Advisors and Governmental Authorities if we believe in good faith that disclosure is necessary to meet any applicable law, regulation, legal process or governmental request; enforce compliance with our terms or policies; protect against harm against the rights, safety or property of you, us, or any third party; or investigate fraud, technical, security or other operational issues
- In Connection with Corporate Transactions, meaning changes to our corporate structure due to sale, transfer, merger or other reorganization of our company during which your personal information may be among the items sold or transferred

Some of the sharing described above — specifically with our Service Providers (Vercel, Supabase, and Anthropic) — is necessary for the Platform to function and cannot be individually opted out of by a User. Where the Platform is used as part of your employment or professional role, your district or organization has authorized T&F's engagement of these Service Providers under its agreement with T&F, as part of delivering the Services your employer has procured on your behalf. You may still exercise the data subject rights described in Sections 5 and 11.

We may share your non-personal information, including aggregated or anonymized customer data, to help us improve the T&F System.

9. Third party data sharing

This section addresses information you choose to provide directly to an unrelated third party (for example, a link you click that leaves the Platform) — not our Service Providers described in Section 8, which remain governed by that section.

Our Privacy Policy does not cover any information that you provide to a third party. Such third party's use of your personal information will be covered by its own privacy policy. Any data that T&F receives from third parties will be processed and stored by T&F in accordance with the terms of this Privacy Policy.

10. Retention of your information

We retain your personal information as follows. The period during which we store your personal information varies depending on the purpose for the processing:

Three categories of information have their own specific retention timelines described elsewhere in this Policy: coaching session chat history (see Section 7), all data belonging to a District whose service agreement with T&F has ended (deleted within 90 days of termination — see your district's Data Use Agreement), and data subject to a deletion request (see Section 11, 30-day fulfillment).

For all other personal information, the following applies:

- For the provision of our Services and products, for so long as you are a Learner or subscriber to the Services
 - For marketing purposes, until you have opted out of receiving further direct marketing communications in accordance with applicable law
 - In all other cases, we will retain a copy of your personal information for as long as is needed to fulfill the purposes outlined in this Privacy Policy or such retention period as required by law, following which time it may either be anonymized, deleted or destroyed
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11. Data Deletion Requests

Users may request deletion of their account and all associated data by emailing admin@tepperandflynn.com with the subject line "Data Deletion Request." All requests will be fulfilled within 30 days. Upon deletion, all personal data stored in the Platform will be permanently removed from our live systems and those of our sub-processors, subject to any legal retention obligations required by law (such as financial records retained for tax purposes). Because we maintain daily backups for disaster-recovery purposes, deleted data may persist in trailing backup copies for up to 8 days after removal from live systems, after which it is fully purged as backups roll over.

12. Web browser settings

You can opt out of our use of essential cookies by setting your browser not to accept cookies. Note that disabling cookies may affect your ability to log in and use the Platform, as session management relies on essential cookies.

13. Minors

You must be at least 18 years old (or the age of majority in your applicable jurisdiction) to use the Services. Any use or access to the Services by individuals under the age of 18 is strictly prohibited and is a violation of this Privacy Policy.

14. Contact us

If you have any questions about this Privacy Policy or if you would like us to update information we have about you, change your preferences or exercise applicable data protection rights, please contact us by e-mail at admin@tepperandflynn.com or write to us at:

Tepper & Flynn, LLC P.O. Box 309 Milford, CT 06460
